

**APPROVED PROJECT BRIEFING
STRATEGIC PUBLIC PARTNERS**

June 28, 2004

Project Funding: \$45,000

A personal service contract between ORDC and Strategic Public Partners in the amount of Forty-Five Thousand Dollars (\$45,000) for fiscal year 2005 is attached to this briefing. The contract scope of services provides a detailed explanation of the responsibilities with regard to this contract. The company will work directly with the Executive Director to accomplish the requisite work.

Although the attached copy of the contract is not signed, it is in the process of being finalized and should be completed prior to the meeting.

AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into by and between the **State of Ohio, Ohio Rail Development Commission** (hereinafter referred to as the "Sponsor"), and **Strategic Public Partners** (hereinafter referred to as the "Contractor"). This Agreement shall have the following ORDC Agreement Control Number of 2004-20.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Statement of Work. The Contractor shall undertake the work and activities set forth in Exhibit I, "Scope of Work", which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. The Contractor shall consult with the personnel of the Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.

2. Sponsor's Instructions. The Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.

3. Time of Performance. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on July 1, 2004 and all activities under this Agreement shall be completed not later than January 31, 2005, the date which this Agreement expires. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.

4. Option to Renew. Sponsor may renew this Agreement for an additional one (1) year, or other variation, term commencing on July 1, 2004 and expiring upon April 1, 2005 with the Contractor's concurrence. Sponsor reserves the right to renegotiate Contractor's rate of compensation at the time of renewal. Notice of the exercise of the intent to renew shall be given by the Sponsor to the Contractor at least sixty (60) days prior to the expiration of the terms of this Agreement.

5. Compensation. In consideration of the promises of the Contractor herein, the Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor's receipt and approval of proper invoices detailing the project for which compensation is requested, the number of hours actually worked, and the specific services provided according to Exhibit I. The adequacy and sufficiency of such invoices shall be determined solely by the Sponsor. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to the Contractor under this Agreement shall not exceed Forty-Five Thousand Dollars (\$45,000.00). If the Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is

required for a particular invoice, the burden of providing the required information or documentation is on the Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to the Sponsor and shall not be considered an allowable expense under this Agreement.

6. Contractor's Expenses. Contractor will be responsible for all office, business, and personal expenses associated with the performance of this Agreement unless otherwise stated herein.

7. Travel Expenses. If contemplated under this Agreement, the Contractor, its employees or agents, shall be reimbursed for travel expenses in amounts not to exceed the maximum rates as set forth in Ohio Administrative Code Section 126-1-02, as updated from time to time.

8. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that the Sponsor gives the Contractor written notice that such funds have been made available to the Sponsor by Sponsor's funding source.

9. Record Maintenance. The Contractor shall establish and maintain for at least three (3) years from the termination of this Agreement such records as are required by the Sponsor, including, but not limited to, financial reports, intake and participant information, and all other relevant information. All records shall be kept in a manner consistent with generally accepted accounting principles. The parties further agree that records required by the Sponsor with respect to any questioned costs, audit disallowances, litigation or dispute between the Sponsor and the Contractor shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Sponsor shall require a review of the records related to the work contemplated hereunder, the Sponsor shall, at its own cost and expense, segregate all such records related to the work described herein from its other records of operation.

10. Audits and Inspections. At any time during normal business hours and as often as the Sponsor may deem necessary and in such a manner as not to interfere with the normal business operations, the Contractor shall make available to the Sponsor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Sponsor to audit, examine and make excerpts or transcripts from such records.

11. Related Contracts. The Contractor shall not enter into any contract involving objectives or work of any kind which is substantially similar to the objectives or work contemplated by this Agreement, or anything which would be in conflict with this Agreement, without obtaining the advance written approval of the Sponsor as to the substance and form thereof. The foregoing shall not be interpreted to limit the right

of the Contractor to enter into subcontracts without the Sponsor's approval for the purchase of articles, supplies, components, or special mechanical services which do not involve work of the kind contemplated by this Agreement but which are required for the satisfactory completion of this Agreement.

12. Conflict of Interest. No personnel of the Contractor, any subcontractor of the Contractor, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Sponsor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Sponsor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

13. Rights in Data and Information and Copyright. The Sponsor and any person, agency, or instrumentality providing financial assistance to the work contemplated herein as determined by the Sponsor, shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material produced in whole or in part under the terms of this Agreement. No report, document, or other material produced in whole or in part with the funds provided to the Contractor under this Agreement shall be subject to copyright in the United States or any other country. The Contractor shall not include in the data any copyrighted matter without the written approval of the Sponsor, unless the Contractor provides the Sponsor and any person, agency, or instrumentality providing financial assistance to the work hereunder, with the written permission of the copyright owner to use such copyrighted material in the manner provided herein.

14. Adherence to State and Federal Laws, Regulations. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Contractor accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor on the performance of the work authorized by this Agreement.

15. Termination. If it appears to the Sponsor that the Contractor has failed to perform satisfactorily any requirements of this Agreement, or if the Contractor is in violation of any provision of this Agreement, or upon just cause, the Sponsor may:

- (a) Terminate the Agreement after providing the Contractor with written notice, in accordance with the notice provisions of this Agreement, of its failure to perform satisfactorily any requirement of this Agreement, (the "Notice") which shall provide the Contractor with a thirty (30) day period to cure any and all defaults under this Agreement; or

(b) Immediately terminate the Agreement.

During the thirty day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the Notice. If it is determined that the Contractor cannot cure its default, Contractor shall immediately cease work under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and the Contractor shall provide a report, as of the date of receipt of the Notice, setting forth the status of the work completed, the cost of the work completed and such other information as the Sponsor shall deem pertinent.

16. Effects of Termination. Within thirty (30) days after termination of this Agreement, the Contractor shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Sponsor. Upon surrender of such material, the Contractor shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

17. Nonforbearance. No act of forbearance or failure to insist on the prompt performance by the Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Sponsor of any of its rights hereunder.

18. Indemnification. Contractor agrees to defend and save the Sponsor harmless from any and all liabilities or claims caused by or resulting from Contractor's obligations or activities in furtherance of the work described in this Agreement. Contractor will reimburse the Sponsor for any judgments which may be obtained against the Sponsor resulting from the work hereunder or the use of any work product of the Contractor, including judgments for infringement of patent or copyright rights.

19. Ohio Ethics Laws. The Contractor affirms that, it is not in violation of Ohio Revised Code §102.04, as that section is applicable to this Agreement and the Contractor.

20. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, the Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. Equal Employment Opportunity. Pursuant to Ohio Revised Code Section 125.111 the Contractor agrees that the Contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that the contractor, any subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin or ancestry. Contractor represents that it has a written affirmative action program for the employment

and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation, annually, with the Ohio Civil Rights Commission and the minority business development office.

22. Miscellaneous.

a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

- 1) In case of the Sponsor, to:

Ohio Rail Development Commission
50 West Broad Street
Leveque Tower, 15th Floor
Columbus, Ohio 43215

- 2) In case of the Contractor, to:

Strategic Public Partners
140 East Town Street, Suite 1070
Columbus, Ohio 43215
FTI/Social Security Number: 31-1749265

f) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g) Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Contractor without the prior express written consent of the Sponsor.

IN WITNESS WHEREOF, the parties have executed this Agreement For Services on the day and year as set forth below.

CONTRACTOR:

SPONSOR:

STRATEGIC PUBLIC PARTNERS

State of Ohio
OHIO RAIL DEVELOPMENT COMMISSION

By: _____

By: _____

James E. Seney
Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT I

SCOPE OF WORK

To: Jim Seney

From: Tom Whatman

Re: Scope of Work

Date: June 3, 2004

Per our recent discussion, this memorandum outlines the scope of work Strategic Public Partners will undertake in the next twelve months to continue to build Jobs Through Rail Coalition as part of Ohio Rail Development Commission's public outreach and educational program.

Background

Over the past six months, Strategic Public Partners has laid the foundation for a coalition of stakeholders to educate policymakers about the Ohio Rail Development Commission. The Jobs Through Rail Coalition was formed to serve this purpose.

The JTRC has sought the support of "core founders." They include the ORDC, the Ohio Port Authority Council, the Ohio Development Association and the Ohio Railroad Association. We have also approached the Ohio Coal Association and Ohio Farm Bureau Federation for their endorsement. We will also solicit the support of the Ohio Steel Council.

In addition to approaching "core founders" we have begun the process of recruiting individual organizations and businesses who have an interest in rail issues. As of this date, we have sent solicitation letters for support to all railroads, vendors and port authorities. We are following up with these organizations to brief them on our activities and to secure their support.

Activities and Deliverables

- Secure the Ohio Development Association, the Ohio Railroad Association, the Ohio Coal Association, Ohio Farm Bureau Federation and the Ohio Steel Council as "core founders" of the Jobs Through Rail Coalition.
- Continue to recruit members of the Jobs Through Rail Coalition.
- Establish monthly communications via an e-newsletter with coalition members and the development of a JTRC website.

- Perform public outreach and education campaign on behalf of ORDC related issues (letters to policymakers, earned media strategy, etc.).
- Move towards establishing the JTRC as an independent "trade association" to be publicly launched at the appropriate time.

Time Frame

Securing "core founders" shall be completed by mid-summer. Coalition development will take place throughout summer and fall and will be in place in order to provide support during the fall legislative session. E-Newsletter will be implemented immediately with website development occurring this fall. Decision on independence of JTRC to be determined by January 1, 2005.

Fees

- \$5,000 per month
- July 1, 2004-April 1, 2004

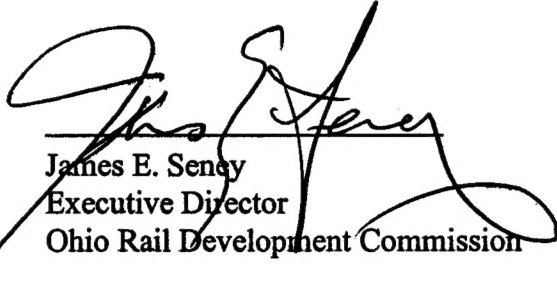


Ohio Rail Development Commission

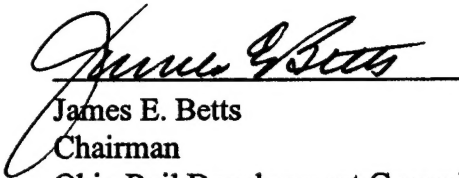
50 West Broad Street, Suite 1510 • Columbus, Ohio 43215 • 614.644.0306 phone • 614.728.4520 fax

June 28, 2004

Pursuant to Ohio Rail Development Commission Resolution 97-26 "Spending and Signatory Guidelines," the undersigned hereby approves of the project described in the Approved Project Briefing entitled Strategic Public Partners dated June 28, 2004 as described in that briefing.



James E. Sency
Executive Director
Ohio Rail Development Commission



James E. Betts
Chairman
Ohio Rail Development Commission